

EXHIBIT A

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO CIVIL DIVISION

RUTH HATTON
420 Scarborough Ct.
New Lebanon, Ohio 45345

: Case No.

: Judge

Plaintiff,

:

vs.

:

MCS TRUCKING
22918 Eastgate Village Dr.
Spring, Texas 77373

:

:

**COMPLAINT FOR PERSONAL
INJURIES; WITH JURY DEMAND
ENDORSED HEREON**

and

:

ELMER HERNANDEZ
7016 Landsdowne Ave.
Saint Louis, Missouri 63109

:

:

and

:

ALLSTATE INSURANCE
PO Box 660636
Dallas, Texas 75266

:

:

and

:

UNITED HEALTHCARE INSURANCE :
1720 2nd Ave South
Birmingham, AL 35294

:

Defendants.

:

FIRST CLAIM FOR RELIEF

1. On or about April 7, 2019, Ruth Hatton, was operating a motor vehicle traveling in

an eastbound direction on Triggs Road, in Brookville, Montgomery County, Ohio, when Defendant, Elmer Hernandez, an uninsured/underinsured motorist, who was operating a motor vehicle in the scope and course of his employment, was backing up on Triggs Road, negligently failed to assure clear distance in front of the Plaintiff's motor vehicle, thereby colliding with said vehicle.

2. At all relevant times, Defendant, Elmer Hernandez, was in the employ of and was acting as an agent of Defendant, MCS Trucking, at the time of the accident.

3. At all relevant times, Defendant, MCS Trucking, negligently entrusted the vehicle to Defendant, Elmer Hernandez, an inexperienced and incompetent driver.

4. At all times, Defendant, MCS Trucking, negligently entrusted the vehicle to Defendant, Elmer Hernandez, an inexperienced and incompetent driver, and/or was acting on his/her behalf as principal agent, and therefore is liable vicariously.

5. As the proximate result of the negligence of Defendants, Elmer Hernandez and MCS Trucking, Plaintiff, Ruth Hatton, sustained injuries and damages as follows:

- a. Severe and permanent injuries;
- b. Great pain and suffering, both physical and emotional, and loss of ability to perform usual functions and the injuries will cause further pain and suffering and loss of ability to perform usual functions in the future;
- c. Reasonable and necessary medical expenses in an amount not yet determined, as well as further medical expenses to be incurred in the future;
- d. Property damage in an amount yet to be determined;
- e. Loss of wages and earnings in an amount yet to be determined, as well as further loss of wages and earnings in the future;
- f. Miscellaneous out of pocket expenses in an amount yet to be determined.

6. The aforesaid negligence of Defendants, Elmer Hernandez and MCS Trucking, was the direct and proximate cause of the injuries and damages to Plaintiff, Ruth Hatton.

WHEREFORE, Plaintiff, Ruth Hatton, demands judgment against the Defendants, Elmer Hernandez and MCS Trucking, jointly and severally, in an amount in excess of \$25,000.00, plus interest and the costs of this action.

SECOND CLAIM FOR RELIEF

7. Plaintiffs incorporate each and every allegation contained in the First Claim for Relief as though fully rewritten herein.

8. Plaintiff, Ruth Hatton (hereinafter "Plaintiff") brings this action for uninsured/underinsured motorist coverage, pursuant to Section 3937.18 Revised Code and for Declaratory Judgment pursuant to Sections 2721.01 through 2721.15 Revised Code.

9. Defendant, Allstate Insurance Company (hereinafter "Allstate") is a corporation authorized to do the business of insurance within the County of Montgomery, State of Ohio.

10. On April 7, 2019, Plaintiff was injured and received damages as a result of the negligence of Defendant, Elmer Hernandez, an uninsured/underinsured motorist, as set forth in the First Claim for Relief.

11. On April 7, 2019, Plaintiff was insured under a policy of automobile insurance which contained uninsured/underinsured motorist coverage. Plaintiff is not in possession of a complete copy of said policy.

12. Plaintiff has made a claim for uninsured/underinsured motorist coverage under Defendant, Allstate's policy of insurance.

13. Plaintiff has cooperated with Defendant with respect to the claim for uninsured/underinsured motorist coverage and has complied with all applicable terms and conditions of Defendant, Allstate's automobile policy of insurance.

14. Plaintiff has demanded payment of underinsured motorists coverage pursuant to Defendant, Allstate's automobile liability policy of insurance and/or general liability insurance policy as a result of Plaintiff's injuries and damages as referred to in Paragraph 5, but Plaintiff and Defendant, Allstate have not been able to agree as to whether Plaintiff is legally entitled to recover damages or the amount of damages pursuant to conditions of the underinsured motorist provision of Defendant, Allstate's automobile liability policy of insurance and/or general liability insurance policy.

15. Defendant, Allstate has failed and refuses to make payment under the terms of the under insured motorist provisions of its automobile liability policy of insurance and/or general liability insurance policy.

WHEREFORE, Plaintiff, Ruth Hatton, demands judgment against Defendant, Allstate Insurance Company, in an amount in excess of \$25,000.00, in accordance with the terms and conditions of Plaintiff's policy of insurance with this Defendant and O.R.C. §2721.01 through 2721.15 and §3937.18 together with pre-judgement interest, attorney fees and the cost of this action.

THIRD CLAIM FOR RELIEF

16. Plaintiff incorporates each and every allegation contained in the First and Second Claims for Relief as though if fully rewritten herein.

17. The Defendant, Allstate, may have a subrogation claim in this matter by virtue of funds paid on behalf of the Plaintiff, Ruth Hatton, pursuant to the medical payments coverage of the automobile insurance policy.

18. As a result, Defendant, Allstate, may have a vested interest in the within action as a result of its claim to subrogation, if one so exists.

19. Defendant, Allstate, is being joined in this action to defend and protect its claim of subrogation, if one so exists.

WHEREFORE, Plaintiff, Ruth Hatton, demands that Defendant, Allstate Insurance Company, appear and represent its interests in this matter or be forever barred from pursuing its claim of subrogation, if one so exists.

FOURTH CLAIM FOR RELIEF

20. Plaintiff incorporates each and every allegation contained in the First through Third Claims for Relief as though fully rewritten herein.

21. Defendant, United Healthcare Insurance, may have paid medical expenses on behalf of Plaintiff, Ruth Hatton, in connection with the injuries as set forth in the First Claim for Relief.

22. As a result, Defendant, United Healthcare Insurance, may have a vested interest in the within action as a result of its claim of subrogation, if one so exists.

23. Defendant, United Healthcare Insurance, is being joined in this action to defend and protect its claim of subrogation, if one so exists.

WHEREFORE, Plaintiff, Ruth Hatton, demands that Defendant, United Healthcare Insurance, appear and represent its interest in the within action or be forever barred from pursuing its subrogation claim, if one so exists.

Respectfully submitted,

THE ATKISSON LAW FIRM

/s/ Jack J. Lah
Jack J. Lah (0078474)
The Attkisson Law Firm LLC
Attorney for Plaintiff
3033 Kettering Blvd., Suite 213
Dayton, Ohio 45439
Phone: (937) 276-9700
Fax (937) 276-9701
Email: jack@attkissonlawfirm.com

JURY DEMAND

Now comes Plaintiff, by and through counsel, and hereby demands a trial by jury on all issues of this matter.

Respectfully submitted,

THE ATTKISSON LAW FIRM

/s/ Jack J. Lah

Jack J. Lah (0078474)

The Attkisson Law Firm LLC

Attorney for Plaintiff

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Dayton, Ohio 45439

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Fax (937) 276-9701

Email: jack@attkissonlawfirm.com